

STATE MS. - DESOTO CO.  
FILED

Oct 17 4 35 PM '01

Prepared by and ~~Return to~~  
 Bridgforth & Buntin  
 P. O. Box 241  
 Southaven, MS 38671  
 601393-4450

## WARRANTY DEED

BK. 401 PG. 324  
W. K.

DESOTO/TENWAY, L.P.,  
 A TENNESSEE LIMITED PARTNERSHIP

GRANTOR(S)

TO

BAPTIST MEMORIAL HEALTH CARE CORPORATION.  
 A TENNESSEE NOT FOR PROFIT CORPORATION

GRANTEE(S)

FOR AND IN CONSIDERATION of the sum of Ten Dollars (\$10.00) cash in hand paid and other good and valuable considerations, the receipt of all of which is hereby acknowledged, DESOTO/TENWAY, L.P., a Tennessee limited partnership, by and through its general partner, does hereby sell, convey and warrant unto BAPTIST MEMORIAL HEALTH CARE CORPORATION, a Tennessee not for profit corporation, the land lying and being situated in the City of Southaven, DeSoto County, Mississippi, more particularly described as follows, to-wit:

## PARCEL A:

Lot 1, DeSoto-Tenway Subdivision, Phase VII, located in Section 25, Township 1 South, Range 8 West, City of Southaven, DeSoto County, Mississippi, as shown by plat appearing of record in Plat Book 76, Page 35, in the office of the Chancery Clerk of DeSoto County, Mississippi.

## PARCEL B:

Lot 11, DeSoto-Tenway Subdivision, Phase II, located in Section 25, Township 1 South, Range 8 West, City of Southaven, DeSoto County, Mississippi, as shown by plat appearing of record in Plat Book 56, Page 5, and revised plat in Plat Book 63, Page 7, both in the office of the Chancery Clerk of DeSoto County, Mississippi.

The warranty in this deed is subject to subdivision and zoning regulations in effect in the City of Southaven, DeSoto County, Mississippi, and further subject to the following special exceptions:

1. The City of Southaven and DeSoto County Taxes for the year 2001, not due and payable until January 1, 2002.
2. Any tax or assessment not posted on the records of the taxing authority(ies) of which the land described in Schedule A hereof is subject.
3. Subdivision restrictions, building lines and easements of record in Plat Book 56, Page 5, as amended in Deed Book 314, Page 104, and in Plat Book 63, Page 7, all as to Parcel B, and Plat Book 76, Page 35, as to Parcel A, all in the Chancery Court Clerk's Office of DeSoto County, Mississippi.
4. Declaration of Restrictive Covenants in Deed Book 294, Page 760, as to Parcels A and B, in the aforesaid Clerk's Office.
5. Sixty Foot (60') wide easement to Mississippi Power & Light Co. in Deed Book 25, Page 48, as to Parcels A and B, in the aforesaid Clerk's Office.
6. Thirty foot (30') wide easement to Mississippi Power & Light Co. in Deed Book 110, page 267, as to Parcel A, in the aforesaid Clerk's Office.
7. Fifteen foot (15') wide easement to Mississippi Power & Light Co. in Deed Book 205, Page 439, as to Parcel A, in the aforesaid Clerk's Office and as shown on survey of Jones-Davis & Associates, Inc. dated September 19, 2001.
8. Fifteen foot (15') wide easement to Mississippi Power & Light Co. in Deed Book 205, Page 735, as to Parcel B, in the aforesaid Clerk's Office and as shown on survey of Jones-Davis & Associates, Inc. dated September 20, 2001.
9. Fifteen foot (15') wide easement to Mississippi Power & Light Co. of record in Deed Book 207, Page 501, as to Parcel A in the aforesaid Clerk's Office and as shown on

the aforesaid survey.

10. Fifteen foot (15') wide easement to Mississippi Power & Light Co. of record in Deed Book 207, Page 510, as to Parcel B in the aforesaid Clerk's Office and as shown on the aforesaid survey.
11. Location of power poles, water valves, sanitary manholes, sewer stub out, fire hydrants, 48" CMP, overhead electric lines, 24" ACCMP's ten foot (10') utility easements, all building lines, fifty foot (50') buffer yard/detention area, ditch, inlets and pond, all as to Parcel A and as shown on the aforesaid survey.
12. As to Parcel A, rights, if any, of the property owners abutting the property in and to the waters of the pond and in and to the bed thereof.
13. As to Parcel A, rights of others in and to the use of the drains and/or ditches located over, across, in or under the insured premises as shown on the aforesaid survey, and rights to enter upon said premises to maintain the same.
14. Location of power poles, light poles, sanitary manholes, sewer stub out, gas stub out, inlets, ten foot (10') and five foot (5') utility easements and all building lines, all as to Parcel B and as shown on the aforesaid survey.

Taxes for the year 2001 are to be prorated between the parties.

Possession is to be given with delivery of Deed.

WITNESS the signature of the duly authorized officer of the general partner of Grantor this the 15<sup>th</sup> day of October, 2001.

DESOTO/TENWAY, L.P.

BY: Memphis Stone & Gravel Company, a  
Tennessee Corporation, its General Partner

By: William H. Brown, President  
William H. Brown, President

STATE OF MISSISSIPPI

COUNTY OF DESOTO

PERSONALLY appeared before me, the undersigned authority in and for the said County and State, on this the 15<sup>th</sup> day of October, 2001, within my jurisdiction, the within named William H. Brown, who acknowledged that he is President of Memphis Stone & Gravel Company, a Corporation, General Partner of DeSoto/Tenway, L.P. and that for and on behalf of the said corporation, and in its capacity as general partner he executed the above and foregoing instrument, for and on behalf of the limited partnership after first having been duly authorized by said corporation so to do.

Barbara J. Crenshaw  
Notary Public

My Commission Expires:

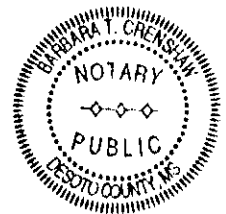
11-28-2004

GRANTOR(S) ADDRESS:

P. O. Box 1683  
Memphis, TN 38101  
(B) 901-774-7874  
na

GRANTEE(S) ADDRESS:

899 Madison Avenue  
Memphis, TN 38103  
(B) 901-227-2727  
na



MY COMMISSION EXPIRES:  
November 28, 2004

\\BARBARA\UD3\DeSoto Tenway sale to Baptist Memorial Health Care WD.wpd

RETURN TO  
Harris, Shelton, Dunlap,  
Cobb & Ryder, P.L.L.C.  
6363 POPLAR AVENUE, SUITE 430  
MEMPHIS, TENNESSEE 38119  
22# 901-682-1455 ( )